

APPENDIX FX

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APPENDIX FX

1. INTRODUCTION

- 1.1 This sets forth the terms and conditions under which SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DEFINITIONS

- 2.1 **“Customer”** – As used herein, the term “Customer” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.
- 2.2 **“Foreign Exchange (FX) Service”**
 - 2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located. In SWBT-TX territory, the Texas PUC has not finally defined FX Service, therefore, the Parties agree to abide by the final determination of the Texas PUC regarding the definition of FX Service.
 - 2.2.2 FX Service is generally provided in one of two ways. The “line haul” foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected

by a dedicated facility to the foreign exchange wire center which generates the dial tone.

- 2.2.3 Alternatively, under a “dedicated prefix” arrangement, the customer’s ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer’s traffic over dedicated or switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.
- 2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.
- 2.3 **“Open End or Foreign Exchange”** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.
- 2.4 **“Primary Party”** denotes the Party that bills the FX customer for the FX service when only one of the Parties bills the FX customer for the facilities provided by both Parties.
- 2.5 **“Serving or Closed End Exchange”** denotes the exchange in which the FX customer is physically located.
- 2.6 **“Secondary Party”** denotes the Party that does not bill the FX customer, when only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

- 3.1 For SBC-13STATE territory, neither Party shall be prohibited from designating different rating and routing points for the delivery of telephone calls for purposes of providing customers a local presence within a foreign exchange. In such cases, calls shall be rated in reference to the rate center of the assigned NXX prefix of the calling and called parties’ numbers. For applicable reciprocal compensation charges associated with the termination of FX traffic refer to Appendix Reciprocal Compensation.

- 3.2 One Party may act as the Primary Party and bill the FX customer for the entire FX Service. In this case, as ordered by the California PUC in Docket No. 00-04-037 and the Texas PUC in Docket No. 22441, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party's applicable rates for the tandem switching and transport facilities that the Secondary Party provides beyond the local calling area.
- 3.3 In the case of **PACIFIC**, as ordered by the California PUC in Docket No. 00-04-037, such compensation shall be as determined pursuant to Section 3.5 below.
- 3.4 As ordered by the Michigan PSC in Docket No. U-12460 (pending further consideration in Michigan PSC Docket No. U-12528) and the Illinois Commerce Commission in Docket No. 00-0332, in **AM-MI** and **AM-IL** territory, there shall be no originating tandem switching and transport charges between the Parties for FX Service traffic.
- 3.5 This Section 3.5 applies only in **PACIFIC** territory and only to traffic with disparate rating and routing points. As ordered by the California PUC in Docket No. 00-04-037, **PACIFIC** is entitled to receive tandem switching and transport compensation at TELRIC prices for its facilities actually used in the carriage of traffic from the rate center where the calling party physically resides to the point of interconnection closest to the switch used for terminating calls to the NXX rate center where the call terminates. The outcome of the Commission's rulemaking in R.00-02-005 on this issue will be incorporated into this Agreement.

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 4.1 Subject to section 3.1, in the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.
- 4.2 The amount of compensation due the Secondary Company may be reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.